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ABSTRACT

Presented in this document is the agreement between the Massachusetts Board of Regional Community College and the Massasoit Community Faculty Association. The articles of the agreement cover the following: professional behavior, conditions of employment, faculty benefits, faculty participation in selection process, grievance procedures, evaluations, and contracts. Missing pages include the duration of the agreement, code of ethics, and faculty by-laws. (PG)

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AN AGREEMENT

BETWEEN

THE MASSACHUSETTS BOARD OF REGIONAL COMMUNITY COLLEGES

AND

THE MASSASOIT COMMUNITY COLLEGE FACULTY ASSOCIATION

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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APPENDIX

Preamble

No material covered in APPENDICES to this contract shall be subject to the provisions of Article IX thereof.

A	Code of Ethics of National Education Association
B	Sabbatical Leave Policy of Board of Regional Community Colleges
C	Articles IV and V of Massasoit Faculty By-Laws

AGREEMENT BETWEEN

The Massachusetts Board of Regional Community Colleges for Massasoit Community College under provisions of Public Law GL c149, 178F (c774) of the Commonwealth of Massachusetts and subject to the General Laws of Massachusetts promulgated thereof

and

The Massasoit Community College Faculty Association at Massasoit Community College

This Agreement entered into this_____ day of_____, 1972, by and between the Massachusetts Board of Regional Community Colleges, hereinafter called the Board, and the Massasoit Community College Faculty Association hereinafter called the Association.

Witnesseth:

Whereas, the Board and the Association recognize and declare that providing quality higher education for youth and adults of this college community is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the college professional personnel, and

Whereas, the members of the Faculty are professionally qualified to assist the Administration in the formulation of policies and to determine educational programs, and

Whereas, the Board has a statutory obligation, pursuant to the Massachusetts Public Law GL c149 178F (c774) and subject to the General Laws of the Massachusetts promulgated as applicable, to negotiate with the Association as the representative of the college professional personnel excluding the President and the Assistant to the President, every Dean Division Chairman Business Manager , and the Director(s) of the Continuing Education Division with respect to terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board of Trustees of the Massachusetts Regional Community Colleges, hereinafter called the Board, hereby recognizes the Massasoit Community College Faculty Association hereinafter called the Association, an affiliate of the Massachusetts Teachers Association and the National Education Association-National Faculty Association of Community and Junior Colleges, as the exclusive bargaining agent as defined in General Law Chapter 149, section 178F, as amended, as certified by the Massachusetts Labor Relations Commission for every employee of the Massasoit Community College who is a member of the Professional staff of the College by virtue of letter of appointment including full-time guidance counselors, full-time instructors, professional librarians, the registrar, director of student activities, and director of admissions employed or hereafter employed by the Board and hereinafter called faculty members but excluding the president, assistant to the president, every dean, division chairman, business manager, the directors of the continuing education division, hereinafter called the administration.

B. Should any new professional position be added to the quota of Massasoit Community College after the effective date of this Agreement, the Board shall make determination whether said position is included or not included within the above mentioned bargaining unit, and shall notify the Association of its decision. If the Association disagrees with the decision of the Board, it may appeal the decision within ten days of receipt of same to the Commonwealth Director of Personnel and Standardization with a request that hemake a determination on this matter in accordance with his rules.

Should the Commonwealth Director of Personnel and Standardization decline jurisdiction or fail to respond to the parties within thirty (30) days, either party may submit the question to the Massachusetts Labor Relations Commission with a request that it make a determination.

C. The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of this Agreement, in keeping with GL c149, 178F (c774).

D. Negotiations between the Association and the Board shall be held at a mutually agreeable time and place.

E. If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal law or statute, of the Commonwealth of Massachusetts and the rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties thereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE II

Association and Faculty Members' Rights

A. Pursuant to Public Law GL c149, 178F (c774) of the State of Massachusetts, the Board hereby agrees that every faculty member shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly appointed body exercising governmental power under the laws of the state of Massachusetts, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by the Act or other laws of Massachusetts or the Constitution of Massachusetts and the United States; that it will not discriminate against any faculty member with respect to hours, or any terms or conditions of employment be reason of his membership in the Association his participation in any activities of the Association his institution of any grievances, complaint or proceeding under this Agreement.

As a duly recognized exclusive bargaining agent, the Association agrees that it shall represent the interests of all employees within the bargaining unit without discrimination, and shall not coerce any employee for exercising his rights under the provisions of Chapter 149, Section 178F (c774).

B. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he may have under the General Laws of the Commonwealth of Massachusetts or other applicable laws and regulations. The rights granted to faculty members hereunder shall be deemed to be in addition to those provided elsewhere.

C. Facilities for Association meetings will be provided to the Association by the Board at the College. Offices assigned to officers of the Association at each campus shall also be used as offices for Association business. Two officers of the Association at each campus shall be assigned to a single office which shall also serve for an Association office.

D. Officers and other representatives authorized by the Association shall be permitted to transact official Association business on college property provided, however, such activity does not interfere with the academic function of the college.

E. The Association shall have the right to post notices of its activities and matters of Association concern on designated bulletin boards. The Association may use faculty mailboxes for communications, including mass distributions. All Association notices and letters will bear the signature of an official of the Association.

F. The Board recognizes the right of the Association to have access to, with right to copy, all existing financial reports and pertinent information relative to, but not limited to, staffing budget requests, budget authorization register of professional personnel, agenda and minutes of all Regional Board meetings, names and addresses and position on the salary schedule of all faculty members in the bargaining unit (except letters of recommendation solicited before employment with a guarantee of confidentiality) as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the college, together with information which may be necessary for the Association to process any grievances or complaint. Such materials are solely for the use of the Association.

G. The college administration will consult with the Association on new or modified fiscal, budgetary, or long range institutional planning, facilities planning, or major revisions of educational policy which are proposed or under consideration. The Management Association Committee on Employee Relations shall be the ordinary vehicle for such consultation.

H. Faculty members shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack therof shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member.

I. The provisions of this Agreement and the hours, terms, and conditions of employment shall be applied by all parties in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion national origin age, sex or marital status.

J. Individual personnel files shall be open to the individual faculty member immediately upon request and to the Association upon request and in the presence of the faculty member, with the right to reproduce any and all documents found therein except for letters of recommendation solicited before employment with a guarantee of confidentiality.

The following documents shall appear in each faculty member's file:

1. Application for employment with placement records (if any).
2. Transcripts of academic record and letters of recommendation.
3. Copies of all evaluation reports and recommendations.
4. Copies of annual contracts and tenure contracts where applicable.
5. Other documents placed in a faculty member's personnel file only with his knowledge.

K. Upon request filed in writing at the Board Office two weeks in advance of a Board meeting, an Association representative shall appear on the agenda. Copy of said request must simultaneously be given to the President of the College.

L. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

ARTICLE III

Rights of Board

A. The Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the General Laws and the Constitution of the Commonwealth of Massachusetts and/or the United States.

B. The exercise of these rights, powers, authority duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement to the extent those terms do not interfere with the administration of the college.

ARTICLE IV

Professional Behavior

A. The Association and the Board recognizes the National Education Association Code of Ethics of the Education Profession hereafter called the Code, as defining criteria of professional behavior for faculty members. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

B. Alleged breaches of the Code shall be promptly reported to the offending faculty member and the Association by any faculty member or member of the administration observing such behavior. The Association will use its best efforts to correct breaches of professional behavior by any faculty member and may institute disciplinary action against the faculty member as it deems appropriate.

C. Any faculty member shall at all times be entitled to have present a representative of the Association when he is called before the administration.

ARTICLE V

Deductions for Professional Dues

A. Payroll deductions for membership dues and assessments of the local Association (including Massachusetts Teachers Association, National Education Association and the National Faculty Association of Community and Junior Colleges) shall be authorized in accordance with section 17A of Chapter 180 of the General Laws of the Commonwealth of Massachusetts as amended by Chapter 472 of the Acts of 1969.

ARTICLE VI

Conditions of Employment

Preamble

In the interest of professional advancement present working conditions shall be maintained. Any improvements in working conditions recommended by the Board which benefit the faculty shall be included in the Agreement. Such improvements shall be subject to negotiations between the Board and the Association.

A. Teaching Responsibilities

1. Semester Hours

The contact hours should be reasonable to allow the faculty member adequate time to prepare for, teach, evaluate, and guide his students. Therefore, a faculty member's teaching load shall not exceed 15 semester hours per week with one preparation. When 15 hours of that preparation is not offered by the college in that semester, the class load shall not exceed 15 hours with two preparations. In the event the faculty member is assigned more than two preparations, his load shall not exceed 12 semester hours. In no case shall a faculty member's teaching load exceed three preparations. Faculty members who have a teaching load of 15 hours with two preparations shall have their class sizes reduced by ten per cent. In addition every effort shall be made to equalize the number of students taught by individual faculty members with like teaching assignments.

2. Class size

Every effort shall be made in classes requiring special assistance to have an ideal class size of twenty-five students; however, in no case shall a class size exceed twenty-eight students. In any academic year a faculty member teaching classes requiring special assistance shall have no more than a maximum of 250 students. In all other sections, every effort shall be made to have an ideal class size of thirty students, but in no case shall a class size exceed thirty-three students. In any academic year, a faculty member shall have no more than a maximum of 300 students. Figures will be computed one week after the drop-add period.

The foregoing class size maximums shall not apply to large lecture sections, team taught sections tutorials, and experimental classes agreed to by the instructor, recommended by the Department or Division Chairman and approved by the Dean of Faculty in advance.

3. Office Hours

Faculty members' teaching assignments and scheduled counseling hours shall not exceed 20 hours a week. Each faculty member shall post on his door or in close proximity to his desk or other appropriate place, his counseling hours which shall be expected to be maintained.

B. Notification of Teaching Responsibility

1. Each faculty member shall be notified of his tentative subject matter responsibilities by May 1 for the fall semester, and seven weeks before the first day of class for the spring semester. Subject matter responsibilities must be finalized by June 15 for the fall semester and five weeks before the first day of class for the spring semester.

2. Each faculty member shall be notified of his tentative class schedule by June 15 for the fall semester and five weeks before the first day of class for the spring semester. Class schedules must be finalized by August 25 for the fall semester and two weeks before the first day of class for the spring semester.

3. Changes may be made in the tentative subject matter responsibilities or the tentative class schedule only after discussion with each faculty member involved. The faculty member involved and the Association shall be notified immediately after the decision has been made by the appropriate administrative official. Changes may be made in the final subject matter responsibilities or the final class schedule only after consultation with each faculty member involved and the President of the Association. The faculty member involved and the Association shall be notified immediately after the decision has been made by the Dean of Faculty.

4. Any difference of opinion between the administration and the faculty member on changes in the final subject matter assignment shall be submitted for settlement at the option of the faculty member, under the procedure set forth in the Grievance Procedure (Article IX).

5. Any faculty member who assumes administrative duties and subsequently returns to faculty status resumes all rights and privileges that he would have had if he had continued in the faculty status without interruption. Such faculty member shall be placed on the salary schedule at least at the step held by him at the time of his administrative appointment. The above faculty members administrative experience shall be evaluated for further advancement on the salary schedule.

C. Related Professional Rights and Responsibilities

1. It shall be the professional responsibility of each faculty member to adhere to the professional code of ethics of the National Education Association (See Appendix A).

2. It shall be the right and responsibility of each faculty member to attend regular faculty meetings held on a monthly basis, September through June, as outlined and promulgated in Article IV of the Massasoit Faculty By-Laws.

3. It shall be the right and responsibility of each faculty member to attend special faculty meetings held in accordance with Article V of the Massasoit Faculty By-Laws.

4. It shall be the right and responsibility of each faculty member to attend Division and/or Department Meetings at such time and place as determined by the members.

5. It shall be the right of faculty members to serve on and attend standing and special ad hoc committee meetings.

6. It shall be the right of faculty members to sponsor student clubs and organizations on a voluntary basis.

7. It shall be the right of faculty members to attend college sponsored functions and activities on a voluntary basis.

8. It shall be the right and responsibility of each faculty member to advise and counsel no more than 20 students per teaching faculty member during each semester.

9. It shall be the right and responsibility of faculty members to give professional assistance during each registration procedure by department assignment as determined by the members of the department.

10. It shall be the right of faculty members to serve on a curriculum committe, consisting of at least one representative from each division and/or department, and participate in all new curriculum or changes in the curriculum

11. It shall be the right of faculty members to serve on a research and development committee the function of which shall be to develop and improve curriculum in order to improve the educational environment of the student. There shall be at least one member from each division and/or department on such a committee.

12. It shall be the right and responsibility of each faculty member to exercise constant attention for curriculum and institutional improvement.

13. It shall be the right of faculty members to participate in educational field trips at the discretion of the faculty member with approval of the department. Transportation should be provided by the college.

14. It shall be the right of faculty members to join and participate in professional organizations and/or academic societies.

15. It shall be the right and responsibility of each faculty member to attend commencement. Appropriate caps and gowns shall be provided by the college to the faculty attending at no cost to the individual.

16. It shall also be the right of faculty:

a. To provide for the orientation of new professional colleagues,

b. To participate in revision of the faculty handbook and by-laws,

c. To participate in revision of the student handbook,

d. To participate in revision of the college catalogue

e. To select texts and appropriate teaching materials for individual courses and sections through established departmental procedures.

f. To recommend and select educational media relevant to student need,

g. To participate in the planning of any system devised for the cancellation of classes due to an emergency condition,

h. To implement, in conjunction with the administration continuing in-service educational program, the cost of which including speakers, special demonstrations, meetings, special materials and other appropriate expenses shall be provided in the annual college budget. The Association shall be notified in writing of the amount requested and the amount appropriated.

D. Limitation of Duties

Except for normal professional responsibilities the duties of the faculty member shall be limited to those specified in this Agreement.

E. Voluntary Responsibilities

Since faculty-student contact should be maximized in a community college, the Board shall, where possible, offer extra-curricular activities and student services to regular teaching faculty. Assignment to student non-classroom activities, planned, sponsored and budgeted by the institution shall be on a compensatory basis.

F. Department Chairmen

1. Department Chairmen shall be responsible for all activities of the department.

2. Department Chairmen shall be elected by the members of the department with the approval of the Board and such approval shall be subject to annual review by the members of the departmen and the Board.

3. The teaching load of department chairmen shall be reduced commensurate with their duties.

G. Librarians

The Board shall endeavor and the Association will support the Board in its efforts to provide adequate professional and support personnel to improve library services at each campus.

H. Counselors

The Board shall endeavor and the Association will support the Board in its efforts to obtain professional positions of guidance counselor in a ratio of one guidance counselor for every two-hundred-fifty students.

I. Part-Time Faculty

Part-time personnel shall not be employed where there are sufficient course demands to justify the employment of a full-time faculty member and where qualified employees are available. Part-time faculty shall have a voice, but no vote in departmental affairs.

J. Dual Department Assignments

Any full-time faculty member who is assigned duties in more than one department shall have full voting rights in each department in which he serves on purely departmental matters.

K. Academic Calendar

The academic calendar and subsequent changes shall be developed cooperatively by the administration and the faculty.

L. Teaching Facilities

1. The Board shall endeavor to provide in any new facility office space and equipment for each faculty member including:

a. Enclosed office space

b. Desk with lockable drawer, chair, file cabinet, and adequate bookshelf space

c. Closet space for coats and other personal articles

d. One telephone per office operative at all times during which classes are in session

e. Two or more chairs for visitors

f. Access to a typewriter

2. The Board shall endeavor to provide classroom space and supplies for each instructor including:

a. Adequate chalkboard space in every classroom

b. The college will request a free desk copy from the publisher exclusively for the instructor's personal use of all texts in each course

c. The college wherever possible will schedule classrooms such that courses with similar demands (maps, desk arrangement, etc.) will be scheduled in the same rooms.

d. The college will provide accessible storage space for instructional materials and supplies. The college and the faculty will cooperate in maintaining reasonable security for instructional equipment.

e. Special space or classroom needs affecting class scheduling brought to the attention of the Division chairmen prior to scheduling will be given reasonable attention with an effort to rectify the situation.

f. Whenever special apparel is required, the college will provide said appropriate apparel and reasonable maintenance of it.

M. Secretarial Assistance

The college will provide adequate secretarial assistance to all faculty members.

N. Faculty Facilities

The Board shall make available in each building used for offices or instruction separate restrooms and lavatories for male and female individuals. One or more rooms at each campus shall be reserved for use as a faculty lounge and furnished with appropriate lounge furniture.

N. Faculty Parking

The Board shall endeavor and the Association shall support the Board's effort to provide in a convenient place, adequate, lighted off street paved parking properly maintained and patrolled for faculty use.

O. Safety

1. Faculty shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.

2. The Board shall request in its budget an appropriation for student health services.

3. The safety and security of the college shall be the responsibility of the Board with the cooperation of the faculty.

ARTICLE VII

Faculty Benefits

A Paid Leave of Absence

1. Sick Leave and Other Paid Leave of Absence
Sick leave and other paid leave of absence shall be granted in accordance with the provisions of the Red Book or appropriate governing authority, whichever is applicable. Each September, a written statement will be given to each faculty member showing the number of his accumulated sick days.

2. Bereavement
Up to four(4) days will be allowed for each death in the immediate family [i.e., father, mother, parents-in-law, siblings, siblings-in-law, spouse, children, members of the household]

3. Family Illness
In case of serious illness of a member of a faculty's household, a maximum of seven (7) days leave shall be granted annually.

4. Legal Leave
The faculty member shall be excused from work for jury duty or if he appears as a witness in court in accordance with the provisions of the Red Book.

5. Sabbatical Leave
The Board shall grant sabbatical leave of absence for full-time faculty members in accordance with policies of the Regional Board (of December 8, 1967) (See Appendix B.)

6. Retention of Benefits
Any faculty member on paid leave of absence, including sabbatical shall retain all accrued and continuing benefits during the period of said leave including insurance and applicable retirement benefits.

B. Unpaid Leave of Absence

1. Advanced Study
A leave of up to two(2) years may be granted to any faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the two (2) years limit upon application. On return from such leave a faculty member shall be placed on the salary schedule at least at the step held by him at the time the leave, taken under this section, commenced. Each faculty member's leave shall be evaluated upon its termination for further advancement on the salary schedule.

2. Exchange Teaching
A leave of absence of up to two(2) years may be granted to any faculty member upon application for the purpose of participation in exchange teaching programs in other states, territories, countries, or a cultural program related to his professional responsibilities. On return from such leave a faculty member shall be placed on the salary schedule at least at the step held by him at the time the leave, taken under this section, commenced Each faculty member's leave shall be evaluated upon its termination for further advancement on the salary schedule.

3. Military Leave

a. A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States, in accordance with Chapter 708, General Laws of 1941, as amended.

b. Military leave shall also be granted for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces, under the provisions of Chapter 33, Section 59 of the General Laws of Massachusetts.

4. Service in Professional Organizations
A leave of absence of up to two (2) years shall be granted to any faculty member upon application for the purposes of serving as an officer of any professional association or on its staff. It is understood and agreed than no more than two faculty members shall be entitled to such leave in any academic year.

5. Maternity Leave
Whenever a faculty member becomes aware that she is pregnant, she will notify her supervisor of the expected date of her delivery. Maternity leave from the midpoint of pregnancy or upon recommendation of her physician to a maximum of one year shall be granted. Upon request the Board may extend such leave beyond the one year limit if it so desires.

6. Retention of Benefits
Any faculty member on an unpaid leave of absence shall retain all legally permissible accrued benefits during the period of said leave. Such leave will not apply to service applicable to consideration for sabbatical leave or tenure.

C. Admission to Courses

Faculty members shall be granted tuition free entrance for credit or audit to any Massasoit classes they desire so long as there is no conflict with their own assignment.

D. Professional Improvement

1. A maximum of five(5) days each academic year shall be made available to each faculty member to attend professional meetings. Individual expenses incurred by such attendance shall be reimbursed up to the extent approved and agreed upon in advance, subject to appropriation and availability of funds.

2. Faculty schedules shall be arranged whenever possible to allow faculty members to attend classes at other institutions of higher education.

E. Insurance Programs

1. Life Insurance and Group Health under present policies and plan as now effective under the laws of the Commonwealth shall continue.

2. Liability Protection
The Board shall request an appropriation and the Association shall support the Board's efforts, to purchase for all staff a comprehensive public liability insurance in an amount not less than $100,000 for each occurrence or accident. Such coverage shall be limited to and specifically provided for faculty members involved in extra-curricular activities carried on under the auspices of the College and its representatives. Such coverage may be long or short term.

3. Salary Continuation
The Board shall request an appropriation and the Association shall support the Board's efforts, to provide without cost to the faculty member, accident and sickness insurance coverage providing salary continuation in the event of sickness or accident.

F. College Bookstore

In the negotiations or re-negotiations of the bookstore contract, the Board acknowledges the faculty's right to purchase texts and educational materials for professional use at a standard educational discount rate. Any negotiation or re-negotiation will be subject to Association review.

ARTICLE VIII

Faculty Participation in Selection Process

A. Selection of the President of the College

A faculty member selected by the Association shall serve with the Regional Community College Board Personnel Selection Committee and shall assist in the selection and evaluation of candidates for the Presidency of Massasoit Community College.

B. Selection of Academic Administrative Personnel other than the Presidency

1. For the purpose of this article, (Article VIII) "Academic Administrative Personnel" shall include all faculty members holding title other than instructor, assistant professor, associate professor, professor, or titles with like instructional import, as adjunct instructor, etc.

2. The President of the Association shall appoint three faculty members to serve as the Faculty Selection Committee.

3. The Faculty Selection Committee shall assist in the selection of all candidates for professional positions at the college which are not subject to any department selection committee.

4. The person recommended to the Board for appointment shall be selected by the President of the College from not more than three nominees submitted to the President by the Faculty Selection Committee in accordance with the following procedure:

a. Applications for all administrative positions may be forwarded to the Faculty Selection Committee by the President or from other appropriate sources. In order to be eligible, candidates must apply within one month of public notice or other announced deadline.

b. The Faculty Selection Committee shall evaluate the applications so received and recommend to the President not more than three nominees for each vacancy. The committee shall report within a mutually agreeable and reasonable time after the closing date for applications.

c. The President shall select from the not more than three names submitted by the Faculty Selection Committee the nominee he desires to recommend to the Board for appointment.

C. Selection of Faculty

The Dean of Faculty, Department Chairman and a Departmental Selection Committee shall screen candidates for instructional vacancies within the department as with the procedure for selection of administrative personnel.

ARTICLE IX

Grievance Procedure

A. A grievance is a written claim or complaint by a faculty member, a group of faculty members, or the Association, hereinafter referred to as "Grievant" based upon an event which affects a condition of employment discipline, and/or violation, misrepresentation or misapplication of any provisions of this Agreement.

B. Whenever A Grievant becomes aware of the existence of a condition leading to a potential grievance, he shall have up to fifteen (15) days during which to initiate an informal resolution of such grievance. The informal process shall take no more than ten (10) days. No later than the 26th working day after the event or reasonable awareness of the event the Grievant shall have the right to initiate the formal grievance procedure commencing with Step 1:

STEP 1. The Grievant will file a written statement with the Dean of Faculty or his designee. The Dean of Faculty shall have five (5) working days in which to respond. If the Grievant is not satisfied he may take the grievance to Step II within ten (10) working days.

STEP II. The President of the College shall respond to the grievance as written on Step II within five (5) working days. If the Grievant is not satisfied he may take it to Step III within ten(10) working days.

STEP III. If the Grievant is not satisfied with the disposition of the grievance by the President or his designee, or if no disposition has been made within the time limits, the grievance shall be transmitted to the Board by filing a written copy thereof, together with the committee statement of the procedures already followed, with the President of the Board. The Board, or appropriate committee shall, within two calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than thirty (30) days thereafter, the Board or its designee shall indicate the disposition of the grievance in writing to the Grievant and the Association.

STEP IV. If the Grievant is not satisfied with the disposition of the grievance by the Board of Regional Community Colleges, or if no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall govern the arbitration procedure. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely

on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitrator shall only consider questions dealing with the interpretation, violation or misapplication of the contract.

C. Costs of arbitration shall be shared equally by the parties. Costs of grievances taken to arbitration without the consent of the Association shall be shared by the Board and the grievant himself.

D. Any adjustment of a grievance shall be consistent with the terms of this Agreement.

E. No reprisals of any kind shall be taken against any faculty member for participation in any grievance.

F. All documents, communications, and records dealing with a grievance shall be filed separately.

G. It is agreed that both parties will share equal disclosure of any information necessary for the processing of any grievance or complaint.

H. A grievance may be withdrawn at any step. However, if in the judgment of the Grievance Committee of the Association the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association.

I. Individual faculty members shall have the right to file individual grievances. The adjustment of such grievances shall take place in the presence of an Association representative. Such representative shall have access to all records and proceedings. The adjustment of such grievances shall not be inconsistent with the terms of this Agreement.

J. The Association shall have the right to file and process grievances on behalf of the faculty at large.

K. Dates in the grievance procedure shall be understood to be maximum. Every possible attempt shall be made to respond to the grievance as expeditiously as possible. Maximum dates may be extended by agreement of the parties.

L. If the Administration or the Board does not respond within the stated period of time, it shall be understood that the grievance has been moved to the subsequent level.

M. If the Association or the Grievant does not pursue the grievance within the stated period of time, it shall be understood that the grievance has been dropped.

ARTICLE X

Contracts, Evaluations and Non-Reappointment

A. Definitions

1. "Academic position" shall mean a full-time position as an instructor, assistant professor, associate professor, or professor, or positions of like nature involving teaching duties; persons holding such positions are members of the faculty.

2. "Academic year" shall mean two consecutive semesters or the equivalent, beginning with the fall term annually "opening the college year.

3. "Professional staff are all full-time officers, faculty, and staff of the college, except those whose duties are clerical, custodial, security, labor, maintenance and the like.

4. "Removal" or dismissal shall mean permanent severance by the college of all employment relations between the college and the person involved.

5. "Tenure" shall mean the right of a member of the faculty of the college to continuing employment and to be removed only for just cause, and to a hearing upon dismissal. Tenure rights shall not apply to any separation from a position effected other than by removal or dismissal.

B. Appointments to Academic Positions

1. Appointments
All appointments to professional staff positions at the college shall be made by the Board upon recommendation of the president of the college and the president of the Community College Board. Notification of such appointment shall be in writing and shall state whether the position is one in which the appointee will be eligible for tenure and the terms and conditions of the appointment, provided, that terms and conditions contained in generally applicable policies and rules need not be stated other than by reference. Persons holding professional staff positions, other than academic positions, shall not be eligible for academic tenure, but may, if they also hold an academic position, be eligible for tenure in such faculty position under the terms of this Agreement.

2. Appointments Without Tenure
Unless otherwise specified by the Board, each academic position appointment shall be without tenure and for a specified term. No person who, at the expiration of his current appointment, will have held such full-time appointment without tenure in the college for six consecutive years shall be considered for further

appointment to a faculty position without tenure.

3. Pre-Tenure Evaluation Procedure

a. All non-tenured faculty shall be evaluated once during each academic year for the purpose of reappointment or non-reappointment. This evaluation shall be by a committee of three, consisting of the department chairman, and, if possible, two tenured teaching faculty members elected by the members of the division, one of whom shall, if possible, be from the discipline of the teaching member being evaluated.

b. Criteria to be used in the evaluation of teaching faculty members shall be based on guidelines established by faculty.

c. Division evaluation committee shall prepare a report on each non-tenured faculty member evaluating his strengths and weaknesses. The faculty member shall be given a copy of this report and shall have an opportunity to discuss it with the committee and prepare a written reply if he so desires.

d. The committee shall then prepare a recommendation for reappointment or non-reappointment of the faculty member. Any recommendation for non-reappointment shall require a written committee report.

e. The final report of the committee and its recommendation for reappointment or non-reappointment shall be transmitted to the Division Chairman along with any reply by the faculty member. A copy of the committee report and recommendations shall be sent at the same time to the faculty member. If the Division Chairman does not agree with the recommendations of the committee, after his evaluation of the faculty member he shall notify the committee and the faculty member of his intended recommendation to the Dean of Faculty, along with his reasons for said recommendation in writing.

f. The final report of the committee and its recommendation for reappointment or non-reappointment shall be transmitted to the Dean of Faculty, along with any reply by the faculty member. A copy of the committee report and recommendations shall be sent at the same time to the faculty member. If the Dean of Faculty does not agree with the recommendations of the committee, after his evaluation of the faculty member.

he shall notify the committee and the faculty member of his intended recommendation to the president, along with the reasons for said recommendation in writing.

g. Prior to notice of decision on reappointment, the faculty member shall have the right to conference with the president.

4. Conditions and Time for Recommending Appointment with Tenure

a. Faculty members eligible for tenure in accordance with this Agreement shall be considered for recommendation for tenure on the basis of the following:

1. Instructional ability and performance of a level worthy of the high standards expected of community college teaching.

2. Interest and participation in the development of good relations with students as individuals and as organized groups.

3. Dedication to the maintenance of sound college development, including service to the academic community.

4. Active and sustained efforts to achieve professional growth in his field and diligence in maintaining high professional standards.

5. Involvement, as appropriate, in college relationships with the community and region it serves.

b. Review of candidates for recommendation for tenure appointments shall be made by the president of the college with the advice of the appropriate dean, or the department chairman when tenured. The president of the college retains the responsibility for the recommendations he may make regarding tenure status of faculty members.

c. Each faculty member who has had five consecutive years of full-time academic appointments at any accredited institution of higher learning or at any other Massachusetts Community College, of which the three immediately prior years must be in this college, shall be entitled to consideration for recommendation for appointment with tenure prior to the expiration of his fifth year in the college, and if not advised as to his status during this time, shall be entitled to inquire of his appropriate dean

or department chairman when tenured, or the president of the college as to his status for tenure.

d. The president of the college may recommend to the Board an appointment with tenure for a faculty member of the college without regard to the length of prior service, if any.

5. Appointment with Tenure
Upon recommendation of the president of the college, the Board may appoint any person to an academic position in the college with tenure. The appointment of any person holding an adademic position with tenure in the college to another position in the college shall be with tenure to the new position. No person shall hold tenure in any position in the college except by the express grant of tenure to him by the Board.

6. No recommendation for retention that withholds an increment for an individual faculty member shall be forwarded to the Board until the faculty member is informed of the reason for this action and of specific criteria for professional improvement leading to merit consideration for the following year.

C. Notice of Decision on Reappointments

1. Each member of the professional staff holding an assignment without tenure shall be entitled to notice of reappointment or non-reappointment as the case may be, in accordance with the following schedule:

a. For initial appointments, within six months after the effective date of the appointment.

b. For annual appointments in the second through the fourth year of service, within three and one-half months after the effective date of service.

c. For annual appointments beyond the fourth year of service, at least twelve months before the expiration of such appointments.

d. If the Board has not given confirmation of reappointment within thirty (30) days, the faculty member may inquire of the Board's Director of Personnel, who shall respond in writing within five (5) working days.